

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter referred to as "Agreement"), made this 13th day of February, 2017 by and between the Township of Buena Vista (hereinafter referred to as "Buena Vista"), a municipal corporation of the State of New Jersey, whose principal offices are located at 890 Harding Highway, Buena Vista, New Jersey 08310 and Richard P. Calareso, Buena Vista Township Department of Public Works Director/Public Works Manager, with a mailing address of 950 Lenape Drive, Cape May, New Jersey 08204 (hereinafter referred to as "Calareso"), sets forth the terms and conditions of this Settlement Agreement and General Release between all of the aforementioned parties as follows:

1. Calareso currently serves as the full time Director of the Department of Public Works for Buena Vista Township and part time Principal Public Works Director.

2. Buena Vista is in the process of reorganizing the structure of the Department of Public Works, which reorganization can ultimately result in the elimination of both the full-time Public Works Director and Principal Public Works Director positions as referenced in Section 1 above an consolidation of same into one (1) part-time Public Works Director position.

3. Calareso and Buena Vista have discussed this reorganization and restructuring at length; however, prior to a decision being made and completing the reorganization and restructuring process, Calareso and Buena Vista have agreed to the following:

- (a) Calareso agrees to leave his current positions as Director of Public Works and Principal Public Works Manager, effective Tuesday, February 14, 2017. On his last day of employment with Buena Vista Township, February 14, 2017, Calareso shall surrender all Buena Vista property to the Township before the end of said last working day. Calareso shall remain in the employ of Buena

Vista until the last payment in Paragraph 3(c) below, however, Calareso shall no longer perform any of the duties of his positions with Buena Vista nor shall Calareso be on-call or eligible for any Buena Vista activities.

(b) Calareso shall not be entitled to any back pay, back sick leave, back vacation leave, back holiday pay/leave, back compensatory leave, back personal leave and/or any other back leave and/or back benefits and/or any other prerequisites of his positions as previously referenced with Buena Vista by operation of this or any other Agreement with Buena Vista as to Calareso's employment, except as set forth below.

(c) Buena Vista shall pay to the Law Offices of Jacobs & Barbone and Richard Calareso the sum of Twenty Five Thousand Dollars (\$25,000.00), less all applicable deductions, in two (2) equal installments with the first (1st) installment to be paid upon the full execution of this this Settlement Agreement and General Release by all parties; and, the second (2nd) equal installment to be paid thirty (30) calendar days thereafter. This sum is to cover costs and fees encumbered related to this Settlement Agreement and General Release and all underlying legal matters involving the issues as previously set forth in this herein Agreement.

(d) Buena Vista agrees to not oppose any unemployment application made by Calareso to any Federal, State and/or local agency as a result of this Settlement Agreement and General Release. Any decisions as to that application by any agency shall not be the responsibility of Buena Vista.

4. Calareso hereby releases, acquits, gives up and forever discharges Buena Vista and any and all of its officials (elected and/or appointed), officers, employees, associates, attorneys, directors, partners, agents, servants, executors, administrators, heirs, personal representatives, assigns and designees (past, present and/or future), from any and all claims and rights which he may have arising from his employment with Buena Vista through his execution date of this Agreement with the exception of any claim of right or potential claim of right resulting from any illness and/or sickness of Calareso that is directly attributed to his employment with Buena Vista. This releases any and all claims, not specifically reserved herein, including those for which Calareso, his family, heirs, designees, representatives and assigns are not aware of and/or those not mentioned in this Agreement. This Agreement applies to any and all claims and/or potential claims, not specifically reserved herein, resulting from anything which has happened from Calareso's first date of employment with Buena Vista through the final execution date of this Agreement by all parties. Calareso specifically releases any and all claims and/or potential claims, including but not limited to, those arising under the following:

- A. Any collective bargaining agreement with Buena Vista covering Calareso and/or any other resolution, ordinance, policy, practice and/or procedure addressing, specifically or general, Calareso's employment with Buena Vista;
- B. The National Labor Relations Act;
- C. Title VII of the Civil Rights Act of 1964;
- D. Sections 1981 through 1988 of Title 42 of the United States Code (Civil Rights Act of 1871);
- E. Civil Rights Act of 1991;
- F. The Americans with Disabilities Act;

- G. The Rehabilitation Act of 1973;
- H. The Age Discrimination in Employment Act;
- I. The Fair Labor Standards Act;
- J. The Occupational Safety and Health Act (OSHA) and the New Jersey Public Employee Occupational Safety and Health Act (NJPEOSHA);
- K. The Equal Pay Act;
- L. The Employee Retirement Income Security Act;
- M. The New Jersey Law Against Discrimination;
- N. The New Jersey Conscientious Employee Protection Act;
- O. The Family Medical Leave Act (Federal) and the Family Leave Act (New Jersey);
- P. The Federal and New Jersey State Wage and Hour Acts;
- Q. The Federal and New Jersey State Equal Pay Law;
- R. The New Jersey Civil Rights Act;
- S. The New Jersey Employer-Employee Relations Act;
- T. Any other Federal, State and/or local civil rights law or any other local, State or Federal laws, regulations, statutes or ordinances involving labor/employment or other applicable matters;
- U. Any ordinance, resolution, employee handbook and/or personnel policy manual which governs the employees of Buena Vista, including Calareso;
- V. Any public policy, contract (express, written, implied or oral), tort and/or common law;

W. Any claims for terminal, vacation, sick and/or personal leave with or without pay or payment pursuant to any practice, policy, handbook or manual of Buena Vista;

X. Any allegation for costs, fees or other expenses, including but not limited to attorneys' fees; and/or,

Y. ANY AND ALL DAMAGES, WHICH ARE KNOWN AT THIS DATE ARISING FROM OR RELATING TO ANY AND/OR ALL PORTIONS OF HIS EMPLOYMENT WITH BUENA VISTA.

This covers any and all amendments and supplements to any and/or all such laws, statutes, rules and/or regulations.

5. Calareso agrees that the within waiver and release in favor of Calareso shall also include his waiver and release from joining or being included in any class in any case in which any claim is asserted against Buena Vista, involving any event that has occurred on or before his execution of this Agreement, unless Calareso is found to be an indispensable party and ordered by a court to become a party to any such action. A copy of any such Order will be provided to Buena Vista for its records and response. This waiver and release from Calareso joining or being included in a class action lawsuit against Buena Vista specifically excludes any class action claim of right or potential claim of right resulting from any illness and/or sickness of Calareso that is directly attributed to his employment with Buena Vista.

6. The waiver by Calareso and Buena Vista of a breach of any provision hereof shall not operate or be construed as a waiver of that breach by the other or as a waiver of any subsequent breach by the other.

7. This Agreement shall not set a precedent standard or practice between any party hereto and shall not be enforceable by any party hereto except to enforce the terms contained herein.

8. If any term, provision or condition of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall be without effect upon the validity, enforceability or any other clause, sentence, paragraph, section, provision, term and/or condition of this Agreement, provided that the essential consideration received by each party is not eliminated or materially reduced as a result of such declaration of invalidity.

9. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of New Jersey.

10. Calareso agrees that he has been fully and fairly represented by the counsel of his choice or he has had an opportunity to be represented by counsel and/or have counsel of his own choice review and discuss the terms of this herein Settlement Agreement and General Release before executing same.

11. Calareso and Buena Vista shall each bear all of their own costs and expenses arising from the actions of their own self or counsel in connection with this Agreement;

12. This Agreement contains the entire agreement between the parties hereto with regard to the matters set forth herein and shall be binding upon and inure to the benefit of their officials (elected and/or appointed), officers, employees, associates, attorneys, directors, partners, agents, servants, executors, administrators, heirs, personal representatives, assigns and designees (past, present and/or future), except as may be set forth herein or as may be agreed to in a further writing between the parties hereto;

13. In entering into this Agreement, Calareso has had an opportunity to rely upon the legal advice of an attorney or other representative if he so chooses, who is the attorney of his own choice. However, in any event, Calareso acknowledges and affirms that he has fully and completely read this Agreement, understood same to his satisfaction and willingly and voluntarily accepts this Agreement of his own volition and without coercion or duress. Furthermore, Calareso acknowledges that he is not under the influence of any drugs (illicit or prescription or non-prescription) or alcohol or both or is mentally incapacitated to the extent that he is unable to form rational thoughts and make rational decisions.

14. Calareso understands that he has twenty-one (21) calendar days from his receipt of this Settlement Agreement and General Release to decide whether to sign this Settlement Agreement and General Release, although he need not wait the full twenty-one (21) calendar days to sign and deliver the Settlement Agreement and General Release to counsel for Buena Vista. By his signature below, Calareso represents and acknowledges that he has had twenty-one (21) days to consider the terms of this Settlement Agreement and General Release with any attorney/representative of his choice prior to its execution or that he has voluntarily waived any unexpired portion of the twenty-one (21) calendar day review period. If Calareso does sign this Settlement Agreement and General Release, he will have seven (7) calendar days from the date he signs the Last Chance Agreement to withdraw his consent to the terms of this Settlement Agreement and General Release by submitting a signed written statement to counsel for Buena Vista by 5:00 p.m. on the seventh (7th) calendar day stating: "I revoke my consent to the Settlement Agreement and General Release I signed with Buena Vista Township, dated _____, 2017." If Calareso signs this Settlement Agreement and General Release and does not notify Buena Vista in the manner set forth herein that he wishes to rescind such Settlement Agreement

and General Release within seven (7) calendar days of him signing, then this Settlement Agreement and General Release will be deemed a binding and enforceable contract according to its terms.

15. This Agreement is subject to the Buena Vista Township Committee or designee approval, execution by same and execution by Calareso.

16. Any notices as to any issues regarding this Agreement shall be sent to the following, by regular mail and certified mail, return receipt requested:

FOR TOWNSHIP OF BUENA VISTA:

Eric M. Bernstein, Esquire
ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.
34 Mountain Boulevard, Building A
P.O. Box 4922
Warren, New Jersey 07059-4922

FOR RICHARD CALARESO:

John Stein, Esquire
JACOBS & BARBONE
1125 Pacific Avenue
Atlantic City, New Jersey 08401

IN WITNESS WHEREOF, CALARESO and BUENA VISTA TOWNSHIP, have
hereunto set their hands this 13th day of February, 2017.

Witness:

Dated:

Witness:

Lisa Tilton, RMC, CMR

Dated: 2/23/17

RICHARD P. CALARESO

Richard P. Calareso

Dated: 2/13/17

TOWNSHIP OF BUENA VISTA

Chuck Chiarello, Mayor

Dated: 2/23/17